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(Gazaran)  
86-1

**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

**FILE:** B-218766.2 **DATE:** November 21, 1985  
**MATTER OF:** Presto Lock, Inc.--Request for  
Reconsideration  
**DIGEST:**

Request for reconsideration of prior decision is denied where the request for reconsideration fails to provide any evidence or legal arguments to show that the decision was erroneous.

By letter dated August 30, 1985, Presto Lock, Inc., requests that we reconsider our decision in Presto Lock, Inc., B-218766, Aug. 16, 1985, 85-2 C.P.D. ¶ 183, in which we dismissed in part and denied in part Presto Lock's protest of a proposed award of a requirements contract for combination padlocks by the General Services Administration to Howard Berger Co., Inc. (Berger), under invitation for bids (IFB) No. AT/TC 19596. In our decision we, in part, held that whether the awardee would in fact deliver combination padlocks which conform to the contract's requirements concerned a matter of contract administration which was not for our consideration and that the agency reasonably concluded that the awardee was a responsible bidder.

Presto Lock contends that in our decision of August 16 we failed to consider its argument that the lock offered by Berger--"Berger Item No. 431"--neither throws off the combination upon closing nor requires that the combination setting be thrown off so as to require complete resetting to reopen as required in the IFB's commercial item description.

This is the initial presentation of this ground for protest. None of Presto Lock's prior correspondence on this protest raised this contention. This allegation should have been raised by Presto Lock in its initial protest and it is, therefore, untimely, since we cannot permit protesters to present their claims in a piecemeal fashion and thereby disrupt procurements for unnecessarily long periods of

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time. Global Crane Institute--Request for Reconsideration, B-218120.2, May 28, 1985, 85-1 C.P.D. ¶ 606; Riverport Industries, Inc.--Reconsideration, B-218056.2, May 21, 1985, 85-1 C.P.D. ¶ 576. See also LaBarge Products, B-219345.3, Sept. 5, 1985, 64 Comp. Gen. \_\_\_\_\_, 85-2 C.P.D. ¶ \_\_\_\_\_.

Presto Lock also contends that our Office failed to consider an argument raised by Presto Lock in a letter to our Office dated June 18, 1985, wherein Presto Lock stated that the lock offered by Berger requires that the shackle be pulled to open the lock while the commercial item description requires that the shackle be depressed prior to opening.

The June 18 letter referred to in Presto Lock's request for reconsideration was received by our Office on June 20--3 days after we had received Presto Lock's comments on the agency's June 3 report to our Office on the initial protest. Thus, the June 18 letter was untimely received in our Office under our bid protest regulations since it was filed with our Office more than 7 working days after receipt of the agency's report. See 4 C.F.R. § 21.3(e) (1985); Rail Company, B-218623, Aug. 7, 1985, 85-2 C.P.D. ¶ 141. Furthermore, as previously stated, our Bid Protest Regulations do not allow for the submission of comments on the agency report in a piecemeal manner. LaBarge Products, B-219345.3, 64 Comp. Gen. \_\_\_\_\_, *supra*. Accordingly, our August 16 decision did not address the issue raised in Presto's June 18 letter and it will not be considered now.

Finally, our August 16 decision held that the lock offered by Berger was not subject to the provisions of the Buy American Act, 41 U.S.C. §§ 10a-10c (1982), since Berger certified in its bid that the combination padlock would be of Hong Kong origin and thus qualified as a "designated country end product" under the Trade Agreements Act of 1979. Presto Lock now contends that the combination padlock offered by Berger--item No. 431--is manufactured in Taiwan and not Hong Kong so that the lock would be subject to the provisions of the Buy American Act. As evidence, Presto Lock has submitted a photocopy of the commercial packaging of a Berger No. 431 combination padlock (apparently purchased in a retail store) on which the words "MADE IN TAIWAN" appear on the reverse side.

The evidence submitted by Presto Lock is insufficient to establish that the locks to be provided by Berger under the contract are to be manufactured in Taiwan. The fact that some of the No. 431 combination padlocks sold by Berger

are made in Taiwan in no way compels the conclusion that all such locks are made in Taiwan. In any event, the matter as to whether Berger is capable of providing combination padlocks as certified in its bid is a matter of the bidder's responsibility and our Office does not generally review affirmative determinations of a bidder's responsibility. Harnischfeger Corp., B-211313, July 8, 1983, 83-2 C.P.D.

¶ 68. Furthermore, whether Berger will, in fact, deliver combination padlocks from Hong Kong as certified in its bid concerns a matter of contract administration which is the responsibility of the contracting officer and is not for consideration under our bid protest function. See Metermod Instrument Corp., B-211907, Apr. 19, 1984, 84-1 C.P.D. ¶ 448.

Our Office will not reverse or modify a prior decision where, as here, the protester fails to present new evidence or legal arguments which show that the decision was erroneous. See Amarillo Aircraft Sales & Services, Inc.--Request for Reconsideration, B-214225.2, Nov. 28, 1984, 84-2 C.P.D. ¶ 582. Accordingly, we deny the request for reconsideration.

*Harry R. Van Cleve*  
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